

**Amendment to Agreement  
City of Lincoln  
Annual Requirements of Fabricated Tapping Sleeves  
Bid No. 10-163  
Final Two Year Renewal with Price Increase**

This Amendment is hereby entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Lincoln Winwater Works Company, 535 NW 27<sup>th</sup> Street, Lincoln, NE 68528** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **November 29, 2010**, under Resolution No. **86121**, (the "Contract"), for **The Annual Supply of Fabricated Tapping Sleeves, Bid No. 10-163**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **August 1, 2010 thru July 31, 2012**, with the option for a **final two (2) year renewal** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew for a **final two (2) year term** beginning **August 1, 2012 thru July 31, 2014**; and

WHEREAS, the parties wish to amend the agreement to reflect a **price increase** for the new term of the agreement as per **Attachment A**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 82507, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional **two (2) year term** beginning **August 1, 2012 thru July 31, 2014**.
- 2) The parties agree that the Owners will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

**Official City Use Only**

Dated this _____ day of _____ 2012  _____ Mayor
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Dated 8-6-12 Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

<b>Company Name: (PLEASE PRINT)</b>	Lincoln Winwater Works
<b>By: (PLEASE PRINT)</b>	Nate Kollars
<b>By: (PLEASE SIGN)</b>	<i>Nathan Kollars</i>
<b>Title:</b>	Sales Representative
<b>Company Address: (PLEASE PRINT)</b>	515 NW 27 <sup>th</sup> St., Ste. 2 Lincoln NE 68528
<b>Company Phone &amp; Fax: (PLEASE PRINT)</b>	402 438 2988      402 438 2992
<b>E-Mail Address: (PLEASE PRINT)</b>	nmkollars@winwaterworks.com

ATTACHMENT A



515 NW 27<sup>th</sup> Street #2  
Lincoln, NE 68528

Phone (402) 438-2988  
Fax (402) 438-2992

July 13, 2012

Dear Sharon Mulder:

Unfortunately we will not be able to hold the prices for Smith Blair Tapping Sleeves, Bid No. 10-163, for another two years. Smith Blair had a price increase on February 10, 2012. They had a 5% price increase. We would like to renew the contract for another two years if we can raise the prices 5% to you. See attached Smith Blair Price Increase Letter.

Nate Kollars

A handwritten signature in black ink, appearing to read "Nate Kollars", written over a horizontal line.

Lincoln Winwater



Leanne Luna  
Quotation Specialist  
P.O. Box 5337, Texarkana, TX 75505  
30 Globe Ave, Texarkana, AR 71854

Phone: 800-643-9705  
Fax: 800-648-6792  
www.smith-blair.com  
quotes@smith-blair.com

July 13, 2012

Nathan Kollars  
Lincoln Winwater  
Lincoln, NE

RE: A3669124 LINCOLN, NE TAPPING SLEEVES

Nate,

On April 2, 2012 due to the increased cost of raw materials and other expenses Smith-Blair issued a new price book which reflected a 4-5% increase for most standard products.

We can renew the current quote with a 5% increase in pricing for a 2 year period beginning 9/1/2012 through 8/31/2014.

We will need an acceptance letter from the city agreeing to the increase and then we can update the quote with new dates.

Please let me know if you need anything further.

Thank you,

  
**Leanne Luna**  
Quotation Specialist

